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(RETIRED)

May 5, 2021

Colorado Department of Natural Resources  
Colorado Water Conservation Board  
1313 Sherman Street, Room 718  
Denver, Colorado 80203

Re: CWCB Loan to North Sterling Irrigation District,  
Loan Contract No. CMS 167745, CT2021-3875

To Whom It May Concern:

The North Sterling Irrigation District (the "Borrower") has requested that our firm provide the attorney opinion letter required by the State of Colorado Department of Natural Resources Water Conservation Board ("CWCB") in paragraph 10 of the above-referenced Intergovernmental Loan Contract (the "Loan Contract").

We have examined the constitution and laws of the State of Colorado (the "State") and such certified proceedings, certificates, documents, and other papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the information provided to us without undertaking to verify the same by independent investigation. We have assumed the due authorization, execution, and delivery of the Loan Contract by, and the enforceability of the Loan Contract against, the CWCB.

Based upon the foregoing, we are of the opinion, under existing law and as of the date of this letter, that:

- A. The Contract has been duly executed by officers of the Borrower who are duly elected or appointed and are authorized to execute the Contract and to bind the Borrower; and
- B. The Resolutions of the Borrower authorizing the execution and delivery of the Contract were duly adopted by the governing bodies of the Borrower; and
- C. There are no provisions in the Irrigation District Law of 1905, C.R.S. § 37-41-101 to -160, or any other state or local law that we are aware of that prevent this Contract from binding the Borrower; and

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- D. The Contract will be valid and binding against the Borrower if entered into by the CWCB subject to typical limitations related to bankruptcy, police power and creditor's rights generally.
- E. The election held by the Borrower to obtain approval from the legal electors of said District, for this loan, met all requirements of state or local law.

The rights of the CWCB under the Loan Contract and the enforceability of the Loan Contract may be limited by the effect of, and by restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization, debt adjustment or other similar laws affecting creditor's rights generally heretofore or hereafter enacted or other laws, judicial decisions, and principles of equity relating to the enforcement of contractual obligations generally, and are further subject as to enforceability to judicial discretion, to the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State, and to the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

We express no opinion herein as to any matter not specifically set forth above. This opinion is given as of the date of this letter and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

This opinion may be relied on solely by the addressee hereto in connection with the execution and delivery of the Loan Contract. This opinion may not be relied upon for any other purpose or by any person other than the addressee.

Sincerely,

BUCHANAN SPERLING & HOLLEMAN PC



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P. FRITZ HOLLEMAN

cc: Jim Yahn  
Secretary, North Sterling Irrigation District